SUSAN ELIZABETH ANDREWS

IN THE

Plaintiff

CIRCUIT COURT

vs.

FOR

RONALD WAYNE ANDREWS

CARROLL COUNTY

Defendant

CASE NO. CV3981

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the parties, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this day of June, 1987, that the Plaintiff, SUSAN ELIZABETH ANDREWS, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, RONALD WAYNE ANDREWS; and

IT IS FURTHER ORDERED, that the guardianship and custody of the minor children of the parties, namely, JEFFREY NEAL ANDREWS (born May 29, 1973), STEPHANIE NICOLE ANDREWS (b orn March 5, 1975) and JENNIFER MARIE ANDREWS (born August 30, 1977) be and the same is hereby awarded to the Plaintiff with the right on the part of the Defendant to visit said children at reasonable times and under proper circumstances subject to the continuing jurisdiction of this Court; and

IT IS FURTHER ORDERED, that the Defendant pay unto the Plaintiff as child support the sum of One Hundred Fifty Dollars (\$150.00) per month, per child, which payments are subject to the further Order of this Court and to the following provisions of law:

Add June 14, 1987

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- (1) If the Defendant accumulates support payments arrears amounting to more than thirty (30) days of support, the Defendant shall be subject to earnings withholding;
- (2) The Defendant is required to notify the Court within ten (10) days of any change of address or employment so long as this Support Order is in effect;
- (3) Failure to comply with Paragraph 2 above will subject the Defendant to a penalty not to exceed Two Hundred Fifty Dollars (\$250.00) and may result in the Defendant not receiving notice of proceedings for earnings withholding; and

IT IS FURTHER ORDERED, that the pertinent provisions of the Separation Agreement between the parties dated July 25, 1986 and filed in this case be and the same are hereby made a part hereof as if fully set forth herein; and

IT IS FURTHER ORDERED, that the Defendant pay the $\ensuremath{\mathsf{cost}}_{s}$ of this proceeding.

TITLE

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31 FASE 3

VOLUNTARY SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 25 day of July 16,56, 1986, by and between SUSAN ELIZABETH ANDREWS, hereinafter referred to as the "Wife", and RONALD WAYNE ANDREWS, hereinafter referred to as the "Husband".

WITNESSETH Recitals

WHEREAS, the parties hereto were duly married to each other in a civil ceremony on December 2, 1971 in Port Au Prince, Haiti.

WHEREAS, three children were born to the parties, to wit: JEFFREY NEAL, born May 29, 1973, STEPHANIE NICOLE, born March 5, 1975, and JENNIFER MARIE, born August 30, 1977.

WHEREAS, on the 30 day of March, 1986, the parties ceased living together as Husband and Wife by the mutual and voluntary consent of each of them and have not since that time lived together as Husband and Wife or cohabited, and the separation is beyond any reasonable expectation of a reconciliation.

WHEREAS, the parties are desirous of amicably adjusting and settling all rights and obligations arising from the state of matrimony between them; a division of all real and personal properties; all property rights they have in the estates of each other, including the rights of dower and curtesy, and all claims and rights of inheritance, maintenance and support, which each have upon the other.

NOW THEREFORE, that for and in consideration of the reasons cited above and the mutual promises and covenants of parties hereinafter set forth, and other good and valuable

31 FAGE 4

considerations, the receipt whereof is hereby respectively acknowledged by the parties, Husband and Wife agree as follows:

MUTUAL & VOLUNTARY SEPARATION

The parties have mutually and voluntarily ceased living together as Husband and Wife with the intent to terminate the marriage.

Each shall be free from interference, authority and control, direct or indirect, by the other as fully as if she or he were sole and unmarried. Each may reside at such place or places as he or she may select. Each may, for his or her separate use and benefit, conduct, carry on and engage in any business, profession or employment which to him or her may seem advisable. Each shall be at liberty to act and do as he or she sees fit, and to conduct his or her personal and social life as freely and fully as if he or she were sole and unmarried.

Neither party will molest or interfere with the other party in any manner or at any time, nor will either party compel or attempt to compel the other party to cohabit or dwell with him or her.

Neither party will communicate with the other party without the other party's free consent, except to effectuate fully the separation of the parties and this agreement.

EFFECT OF A RECONCILIATION

No continuation, reconciliation or resumption of the marital relationship shall operate to void this agreement. It is the mutual intent of the parties that the provisions of the agreement for settlement of property rights shall nevertheless continue in full force and effect without abatement of any term or provision hereof, except as otherwise provided by written agreement duly executed by each of the parties after the date of the reconciliation.

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ALIMONY AND SUPPORT OF WIFE AND HUSBAND

NOTWITHSTANDING THE MUTUAL INTENTIONS OF THE PARTIES AS IT RELATES TO A VOLUNTARY SEPARATION, HUSBAND AND WIFE HAVE BEEN INFORMED AND EACH IS AGAIN HEREIN INFORMED THAT HE OR SHE MAY BE AWARDED ALIMONY BY THE COURT IN ACCORDANCE WITH HIS OR HER RESPECTIVE NEEDS, REGARDLESS OF ANY FAULT ON HIS OR HER PART, IF ANY, WHICH MAY HAVE CONTRIBUTED TO THIS AGREEMENT TO LIVE SEPARATE AND APART. EACH WILL FOREVER BE PRECLUDED FROM CLAIMING ALIMONY OR ANY FORM OF SUPPORT FOR HIMSELF OR HERSELF FROM THE OTHER. KNOWING THIS, AND UNDER THE ADVICE OF ANY ATTORNEY OF HIS AND HER OWN CHOICE, EACH EXPRESSLY AND WITHOUT RESERVATIONS HEREBY COVENANTS, AGREES, RECITES AND DECLARES AS FOLLOWS:

- l. That Wife hereby expressly waives, releases and discharges absolutely and forever, all her right, claim and demand to alimony, alimony pendente lite, support and maintenance for herself from the husband, now or in the future.
- 2. That Husband hereby expressly waives, releases and discharges absolutely and forever, all his right, claim and demand to alimony, alimony pendente lite, support and maintenance for himself, from the wife, now or in the future.

CUSTODY OF THE MINOR CHILDREN

Wife shall have the legal custody of the minor children, JEFFREY NEAL ANDREWS, STEPHANIE NICOLE ANDREWS, and JENNIFER MARIE ANDREWS, subject however, to the right of the Husband to have reasonable and liberal visitation rights, upon reasonable notice to Wife.

The custodial parent shall confer frequently with the non-custodial parent with respect to the residence, maintenance, education and all other aspects of the welfare of the children. The purpose of this provision is that it is in

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the best interest of the minor children that they have access to the non-custodial parent.

The custodial parent shall promptly inform the non-custodial parent of the progress of the children's education, any disciplinary problems and any dental, medical, or emotional difficulties.

Each parent shall at all times foster in the minds of the children an attitude of respect and love for both parents, and each of them shall not degrade the other party in the eyes or presence of the children nor attempt to alienate the children from the other parent. It shall be at all times the objective of both parties to decide all questions affecting the minor children in such manner as to promote the welfare, happiness and well being of the children.

SUPPORT

Husband agrees to pay to the Wife as support for the minor children, the sum of \$150.00 per month per child for total of \$450.00 per month support payments. Payments are to be paid in installments twice a month in the amount of \$225.00 per installment. Payments are to cease when each child attains the age of eighteen (18) years or twenty two (22) years if in college, dies, marries or otherwise becomes emancipated. Wife will carry all children through her medical insurance program and the parties shall divide equally all necessary medical costs, including orthodontal work, that exceeds the amount to be paid by insurance.

REAL PROPERTY

The parties are owners of certain real property located in Mt. Airy, Maryland, known as 13790 Blytchdale Road.

This property is currently under

This property is currently under contract for sale to settle no later than October 31, 1986. In the event that there

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is no closing on this current contract for sale, then when such default of closing is known the property shall be relisted on the market for sale. The net proceeds shall be distributed as follows:

- 1. The first \$10,000.00 of net proceeds shall be paid to the Wife.
- 2. The remaining proceeds to go to Husband for the express purpose to extinguish the marital debts enumerated under marital debt.
- 3. Remainder of proceeds, if any, to Husband free and clear.

Net proceeds as used herein means the amount remaining after deduction of all expenses related to the sale, such as real estate commission, points, lenders fees, settlement costs, "fix-up" costs, etc.

PERSONAL PROPERTY

The Wife is owner of a 1986 Chevy Nova registered in her name. The Wife shall have possession of said vehicle and shall be responsible for payment for balance of the purchase price.

The Wife is also owner of a 1983 Ford Mustang registered to Wife. The Husband shall have possession of said vehicle and shall be responsible for payments for balance of the purchase price. Upon the satisfactory extenguishment of the loan balance on said vehicle, Wife will sign over title to Husband. The Husband hereby promises to hold Wife harmless and indemnify Wife for any default of payments made under this agreement.

The parties have agreed to a mutual division of all their other personal property.

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EXISTING DEBTS

The parties acknowledge that the below listed accounts are marital debts. The Husband shall be responsible for the payments in full of the listed accounts up to the time of the parties separation. The funds for payments of said accounts are to be taken from the net proceeds minus \$10,000.00 paid to Wife from the sale of the marital home located at 13790 Blythedale Drive. Should such funds from the said proceeds be insufficient to extinguish the entire debts from the below listed accounts Husband shall be responsible for their payment from his personal resources. Husband promises to hold Wife harmless and to indemnify her in the event Husband defaults on any payments under this agreement.

The following accounts Husband agrees to be responsible for as stated above.

1	. E.B. Mortgage Corporation	
2	. Citizens Bank and Trust Company of Maryland	
	• Wells Fargo Credit Corporation	
4		2,300.00
5	· Corestates Bank of Delaware N/A	3,200.00
	First Omni Bank N/A	
	ITT Financial Services	2,700.00
	Maryland Bank N/A	1,200.00
		3,000.00
	J.C. Penney Company, Inc.	1,000.00
10.	Hechts	100.00
11.	Montgomery Ward	2,100.00
12.	Hechinger	
13.	Union Trust Bank	100.00

Parties agree that they shall be individually responsible for purchases made after date of separation.

ACKNOWLEDGMENT OF RIGHTS UNDER FAMILY LAW ARTICLE

The parties hereto acknowledge that they have been advised of their respective rights under Title 8, Subtitle 2 of the Annotated Code of Maryland, Family Law Volume, concerning the family home, family use, personal property, determination of marital property and the authority of the court to make a monetary award as an adjustment of the equities and rights of the parties concerning marital property.

The parties accept the provisions of this Separation Agreement and hereby waive any rights they may have under the aforesaid Family Law Article.

DOWER AND INHERITANCE RIGHTS

Excepting any claim which either party may have for the other's breach of this agreement, each party hereby waives, releases and relinquishes unto the other all rights or claims of dower, curtesy, descent inheritance, distribution and all other rights or claims growing out of the said marriage between them, and each shall be forever barred from any and all rights in the estate of the other, whether real, personal or mixed, and whether now owned or hereafter acquired and each will, upon request of his or her spouse, execute good and sufficient release of dower and curtesy to the other spouse, her or his heirs and assigns or personal representatives, or will join, upon request, with the spouse, or his or her heirs and assigns, in executing any deed or deeds to any real property now or hereafter owned or acquired by the other spouse, all at the expense of the spouse so requesting.

Nothing herein, however, shall constitute a waiver of either party to take a voluntary bequest or bequests under the will of the other.

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STOCK, BOND, RETIREMENT PLANS

Wife relinquishes all her right, title and interest in any of Husband's retirement or profit sharing plans.

Husband relinquishes all his right, title and interest in any of Wife's retirement or profit sharing plan.

Wife owns shares of AT&T Stock and Husband agrees that said stock shall be hers.

MUTUAL RELEASE

Except as otherwise provided herein, each party does hereby release and discharge the other of and from all causes of action, claims, rights or demands whatsoever, in law or in equity, which either of the parties had or now have against the other.

ATTORNEY FEES AND COURT COSTS

The parties shall each be responsible to their repective attorneys for fees and court costs, however, Husband shall indemnify and be responsible to Wife for her attorney fees and costs of this separation and divorce. In the event of any intentional or arbitrary breach of the terms of this agreement, the prevailing party shall be intitled to a reasonable contribution for his or her attorney fees. Court costs in any such action shall be paid by the losing party.

DIVORCE

This agreement is not intended to be and shall not operate as a consent or condonation of a decree of divorce.

The provisions herein made shall remain in full force and effect whether or not either party seeks a dissolution of

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the marriage at any time hereafter. Should a dissolution of the marriage be decreed in any action or proceeding between the parties, this agreement shall be submitted to the Court for its approval and shall be incorporated into the decree of divorce and shall be enforceable as a part thereof.

SEVERABILITY

In the event any provision of this agreement shall be declared null and void by the judgment or decree of any Court, it shall not affect the validity and enforceability of all other provisions of this agreement.

MODIFICATION AND WAIVER

No modification or waiver by the parties of any of the terms of this agreement shall be valid unless in writing and executed with the same formality as this agreement. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default.

BINDING EFFECT

The parties hereto further agree that all covenants, stipulations, promises, agreements and provisions in this agreement shall apply to, bind and be obligatory upon the parties hereto, their heirs, personal representatives, successors and assigns, or any of them, whether so expressed or not.

Each party hereto declares that he or she fully understands the facts and all his or her legal rights and liabilities, and that each believes the agreement to be fair, just and reasonable and that each signs the agreement freely and voluntarily.

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FURTHER ASSURANCES

Each party shall, at all times and from time to time hereafter, execute, acknowledge and deliver to the other party any and all instruments and assurances that the other party may reasonably require for the purpose of giving full force and effect to the provisions of this agreement.

ENTIRE AGREEMENT

This agreement contains the entire understanding of the parties. There are no representations, warranties, promises, covenants, or understandings other than those expressly set forth herein. The agreement shall be interpreted under the Laws of the State of Maryland, except as it may relate to character of the title in real property.

REPRESENTATION BY COUNSEL

In order to be fully advised and informed in connection with negotiations for and the preparation of this agreement, the Wife is represented by the Law Office of CHARLES A. CARLTON, Mt. Airy, Maryland, and the Husband at this time is unrepresented, but he acknowledges that he has the right to consult with an attorney and acknowledges that by signing this agreement he agrees with all the facts and statements contained therein and believes the agreement to be fair to both parties.

The parties further expressly agree that they have been advised and that they agree that the real property shall not be subject to the "Family Use" provisions of the ANNOTATED CODE OF MARYLAND, Courts, and Judicial Proceedings, Volume, Section 3-6A-01 thru 3-6A-08.

TAKE NOTICE

TO RONALD WAYNE ANDREWS:

This agreement has been prepared under the supervision of Stephen M. Harris, an attorney admitted to practice under the Laws of the State of Maryland, pursuant to representations and instructions of SUSAN ELIZABETH ANDREWS.

It appearing that at the time of the preparation of this agreement, you are not represented by counsel, counsel preparing this agreement suggests that you retain the services of an attorney of your own choosing and that by signing this agreement, you waive and be forever foreclosed to certain rights which you may have in property acquired during the marriage, and support and maintenance (alimony) regardless of the fault, if any, forming the basis of the separation.

I HAVE READ THE FOREGOING NOTICE AND HEREBY EXPRESSLY WAIVE THE ASSISTANCE OF COUNSEL.

> Ronald Wayne auchews RONALD WAYNE ANDREWS

SIGNATURES AND AFFIDAVITS

AS WITNESS the hands and seals of each of the said parties duly witnessed.

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AFFIDAVIT

I HEREBY DECLARE AND AFFIRM under the penalties of perjury that the contents of the foregoing Property Settlement Agreement are true and correct to the best of my knowledge and belief.

STATE OF MARYLAND COUNTY OF Monty.

ON THIS 24 Hay of July

, 1986,

before me, the undersigned officer, personally appeared SUSAN ELIZEBETH ANDREWS, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he has executed the same for the purposes therein contained.

In witness whereof I have hereunto set my hand and official seal.

NOTARY PUBLIC

My commission expires:

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AFFIDAVIT

I HEREBY DECLARE AND AFFIRM, under the penalties of perjury that the contents of the foregoing Property Settlement Agreement are true and correct to the best of my knowledge and belief.

RONALD WAYNE ANDREWS

STATE OF MARYLAND

COUNTY OF Mont Gamery : to wit:

ON THIS 25 day of John, 1986,

before me, the undersigned officer, personally appeared RONALD WAYNE ANDREWS, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she has executed the same for the purposes therein contained.

In witness whereof I have hereunto set my hand and official seal.

NOTARY PUBLIC

My commission expires: 7/70 7-1-90

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CHRISTINE ELSA BLACKISTON

IN THE

Plaintiff

CIRCUIT COURT

FOR

DOUGLAS CARLISLE BLACKISTON :

CARROLL COUNTY

Defendant

CASE NO. CV1752

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this /6 day of June, 1987, that the Plaintiff, CHRISTINE ELSA BLACKISTON, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, DOUGLAS CARLISLE BLACKISTON; and

IT IS FURTHER ORDERED, that the guardianship and custody of the minor child of the parties, DOUGLAS JAMES BLACK-ISTON (born February 21, 1980) be and the same is hereby declared to be joint and subject to the terms of the Separation Agreement between the parties; and

IT IS FURTHER ORDERED, that the Defendant pay unto the Plaintiff as child support the sum of Two Hundred Dollars (\$200.00) per month, subject to the further Order of this Court and subject to the following provisions of law:

(1) If the Defendant accumulates support payments arrears amounting to more than thirty (30) days of support, the Defendant shall be subject to earnings withholding;

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(2) The Defendant is required to notify the Court within ten (10) days of any change of address or employment so long as this Support Order is in effect;

(3) Failure to comply with Paragraph 2 above will subject the Defendant to a penalty not to exceed Two Hundred Fifty Dollars (\$250.00) and may result in the Defendant not receiving notice of proceedings for earnings withholding; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated October 1, 1982 and filed in this cause be and the same are hereby made a part hereof as if fully set forth herein; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

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THIS AGREEMENT, made this 30 day of October 1981, by and between CHRISTINE ELSA BLACKISTON, hereinafter called "Wife", party of the first part, and DOUGLAS CARLISLE BLACKISTON, hereinafter called "Husband", party of the second part.

EXPLANATORY STATEMENT

The parties were married by a religious ceremony on December 28, 1975, in Carroll County, Maryland, and one child was born to them as a result of the marriage; namely, DOUGLAS JAMES BLACKISTON, born February 21, 1980.

On October 1, 1982, the parties hereto mutually agreed voluntarily to separate and to live separate and apart in separate places of abode without any cohabitation, with the intention of terminating the marriage, and they have continued to do so. Without waiving any ground for divorce which either of them may now or hereafter have against the other, the parties deem it in their best interest to enter into this Agreement to formalize said voluntary separation, to settle their respective property, personal and marital rights, the custody and support of their minor child, the right of the parties to support, maintenance and counsel fees, and all other matters growing out of their marital relation.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of each of the parties, they do hereby covenant and agree with each other and for their respective heirs, personal representatives and assigns as follows:

- 1. Nothing contained in this Agreement shall be construed as a waiver by either of the parties of any ground for divorce which either of them may now or hereafter have against the other, the same being hereby expressly reserved.
- 2. The parties, having heretofore mutually agreed to separate and voluntarily live separate and apart in separate

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or to exert or demand any right to reside in the home of the other. Each party shall be free to go his or her own respective way as fully and to the same extent as if they had never been

joined in matrimony.

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Hisband and Joint Joint 3. Wife shall have the care and custody of the minor child of the parties hereto with the right and privilege unto Husband to visit with and have said child with him every weekend, Friday evening to Monday morning and one evening during the week. If either the Husband or the Wife shall establish residence outside Carroll County, Maryland, this shall be presumed to be a change in circumstances which shall necessitate a modification in the visitation schedule of the parties as herein established. Husband shall pay unto Wife for the support, maintenance, education and general welfare of the infant child the sum of Two Hundred Dollars (\$200.00) per month. Said payments shall cease and terminate upon the first to occur of any one of the following events as to said child: (a) arrival at age eighteen (18) except that if the said minor child shall then be attending high school at the time of arrival at age eighteen (18), such payments shall continue until said child shall graduate from high school; (b) marriage; (c) becoming self-supporting; or (d) death of said child or Husband.

4. Parties agree that each shall keep in force and pay the premiums on all presently existing life insurance policies which each has. The parties further agree that each shall keep the other designated as the sole primary beneficiary on

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titled or registered in the name of the other party alone.

- 8. a. Husband shall be entitled to retain all of the property listed on the attached Schedule A which is hereby incorporated by reference as well as all of his clothing, jewelry and personal effects.
- b. Wife is entitled to retain all household furniture and personal property listed on attached Schedule B which is hereby incorporated by reference as well as her clothing, jewelry, personal effects and the child's clothing, jewelry and personal effects.
- c. The parties hereby agree that all the remaining household furniture and personal property not listed on the attached Schedules A and B shall be divided between Husband and Wife by the date of the final Divorce Decree.
- 9. Husband hereby transfers and assigns unto Wife all of his right, title and interest in and to the 1966 Chevrolet Chevy-Two and the 1923 Model T Ford, and he shall execute such documents as may be necessary or proper for the issuance of a new certificate of title for said automobiles in her name alone. Wife shall pay the cost, if any, for the transfer of title.
- 10. Wife hereby transfers and assigns unto Husband all of her right, title and interest in and to the 1973 Volkswagen, 1959 Chevrolet truck, 1978 Honda motorcycle and 1962 camping trailer, and she shall execute such documents as may be necessary or proper for the issuance of a new certificate of title for said automobiles in his name alone. Husband shall pay the cost, if any, for the transfer of title.
- 11. Husband and Wife own, as tenants by the entireties, that property known as 2714 Bird View Road, Westminster, Carroll County, Maryland, said property is part of the property which is more fully described in a deed from Douglas C. Blackiston and Georgia B. Blackiston, his wife, dated November 28, 1977, and recorded among the Land Records of Carroll County in Liber

all of the presently existing life insurance policies until the date of final divorce. The parties agree that as of the date of final divorce that each shall designate the minor child of the parties as the sole primary beneficiary on all such life insurance policies. Said policies shall be further endorsed so that the right to change the beneficiary shall revert to each of the parties upon the first to occur of any one of the following events as to said minor child: (a) arrival at age eighteen (18); (b) marriage; (c) becoming self-supporting; or (d) death of said child.

- 5. Husband agrees to carry and keep in force the medical insurance or its equivalent which he presently has through his employer, the Carroll County Board of Education, on the Wife until the date of any Decree of Divorce that may be entered between the parties hereto. In addition, Husband shall carry and keep in force said hospitalization and medical insurance for the benefit of the parties' child. Husband's obligation under this paragraph as to said child shall cease and terminate upon the first to occur of any one of the following events: (a) arrival at age of majority; (b) marriage; (c) becoming self-supporting; or (d) death of said child or Husband.
- 6. In consideration of the mutual agreement of the parties voluntarily to live separate and apart and the provisions contained herein for the respective benefit of the parties and other good and valuable consideration, each party releases and waives unto the other any claim or right to temporary or permanent alimony, support or maintenance whether past, present or future.
- 7. The parties agree that they have heretofore divided between them all of the bank accounts of the parties and they further agree that neither of them shall have any claim against any bank account which is presently or may be in the future

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No. 690, folio 589. Said property is also described as the "remainder" in a survey prepared by Frederick W. Pyne dated June 29, 1978.

In addition to the aforementioned property, the parties also own, as tenants by the entireties, two lots which are more fully described in two deeds from Douglas C. Blackiston, III, and Christine E. Blackiston, his wife, to Douglas C. Blackiston, III, and ChristineE. Blackiston, as tenants by the entireties, dated March 1, 1979. Said lots are also contained in the above mentioned survey by Frederick W. Pyne. Said lots consist of 1.19475 acres and 1.01046 acres and are recorded among the Land Records of Carroll County in Liber No. 734, folio 773 and Liber No. 734, folio 770 respectively. With respect to the aforesaid property, Husband and Wife agree as follows:

a. Wife shall, by such documents as may be necessary, convey unto Husband all of her right, title and interest in and to the home property known as 2714 Bird View Road, Westminster, Carroll County, Maryland. Husband shall pay all costs in connection with said transfer including the cost of preparing all necessary documents, the cost of recording, transfer taxes and documentary stamps, if any. Husband shall assume and pay in accordance with its terms the existing mortgage on said property and shall indemnify and hold Wife harmless from any and all liability in connection with said mortgage. Husband shall likewise pay all other liens and encumbrances against said property and shall indemnify and hold Wife harmless from any liability thereon. Husband further agrees to assume sole responsibility for the payment of all expenses connected with said property including but not limited to heat, gas and electric, telephone, property taxes and insurance and will indemnify and hold Wife harmless from any and all liability in connection with said expenses whether past, present or future. Husband shall have the exclusive right of occupancy of said

- b. Husband shall convey unto Wife all of his right, title and interest in and to the two above mentioned lots now owned by them as tenants by the entireties, in fee simple, which are recorded among the Land Records of Carroll County in Liber No. 734, folio 770 and 773. Wife shall pay the cost of preparing the necessary documents, the cost of recording, transfer taxes and documentary stamps, if any. Wife shall pay and be responsible for all liens and encumbrances in connection with the aforementioned lots and shall indemnify and hold Husband harmless from any and all liability in connection therewith. She further agrees to be solely responsible for all expenses which have been or may be incurred in connection with said property and to indemnify and hold Husband harmless from all liability in connection therewith.
- c. As further consideration for the conveyance of Wife's interest in the property known as 2714 Bird View Road, Westminster, Carroll County, Maryland, Husband shall pay to Wife the sum of Fifteen Thousand Dollars (\$15,000.00) simultaneously with the execution of a deed of conveyance by Wife. Husband agrees to apply all of the funds which are in The Reserve Fund which the parties own and which is administered through Baker, Watts & Co. toward the Fifteen Thousand Dollars (\$15,000.00) which he is obligated to pay. Husband shall be free to pay any balance which shall exist after the application of said funds from any source which he may desire.
- 12. The parties agree that there are no debts or obligations as of the date of this Agreement which the other is obligated to pay with the exception of the mortgage and the other property related expenses which have been hereinbefore recited. From the date of this Agreement, neither party shall pledge the credit of the other or incur any debt or obligation which may be chargeable to the other.

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- 13. Husband and Wife covenant and agree with the other that they will not at any time contract in their own name, or in the name of the other, any debt or debts, charges or liabilities for which the other or his or her estate shall, or may be, or become liable or answerable, and they hereby release and forever discharge the other from all debts, claims or liabilities which they have heretofore or which they hereafter contract or incur in their own name or in the name of the other for their respective use and benefit and they further covenant and agree that they and their personal representatives will at all times hereafter keep the other, their heirs and personal representatives indemnified from all debts or liabilities heretofore or hereafter contracted or incurred by them and from all actions, proceedings, claims, demands, acts and expenses whatsoever in respect thereto, except as to the understandings, agreements and obligations of each of them as is by this Agreement more fully provided and set forth.
- 14. In consideration of the provisions contained herein for the respective benefit of the parties, and other good and valuable consideration, each party does, finally, irrevocably and permanently release and waive unto the other any claim or right to temporary or permanent alimony, support or maintenance, whether past, present or future.
- 15. Each party shall be responsible for his or her own attorney's fee in connection with the preparation of this Agreement and a dissolution of the marriage; the parties shall equally divide all customary and usual costs in connection therewith.

However, in the event of any intentional or arbitrary breach of the terms of this Agreement, the prevailing party shall be entitled to a reasonable contribution for his or her attorney's fees, Court costs in any such action which shall be paid by the losing party.

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16. Except for the right, which each of the parties hereby respectively reserves, to assert as a ground for divorce any cause or ground which either of them may now or hereafter have against the other, and except for the rights provided in this Agreement, the parties for themselves and their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns, all claims, demands, accounts and causes of action which either of them may have against the other, whether arising out of the marriage or otherwise, including but not limited to any claim arising under Maryland Annotated Code, Courts and Judicial Proceedings, Sections 3-6A-01 through 3-6A-07, any amendments thereto, and any claim against the other or against his or her property by virtue of any future change of any law of this State subsequent to the execution of this Agreement concerning marital rights or property rights whether said change results from legislative enactment or judicial pronouncement, and they do hereby further mutually release, waive, surrender and assign to the other, his or her heirs, personal representatives and assigns, all the right, title, interest and claim which said parties might now have or which they may hereafter have as the husband, wife, widower, widow or next of kin, successor or otherwise, in and to any property, real or personal, that either of said parties may own or may hereafter acquire, or in respect of which either of said parties has or may hereafter have any right, title, claim or interest, direct or indirect, including any rights of dower, statutory thirds, halves or legal shares and widow's or widower's rights of dower, or to participate in any way in the enjoyment or distribution of any of the real or personal estate of which the other may be possessed at the time of his or her death, or any right to receive any legal right or interest whatsoever therein, including the right to

800x 31 MAGE 26

administer upon the estate of the one so dying.

17. Husband and Wife will, upon request, execute such other and further assurances hereof as may be necessary to carry out the purposes of this Agreement or any provisions hereof. It is intended that none of the provisions of the Agreement shall in any way be altered, changed, canceled, abrogated or annulled by the cohabitation or reconciliation of the parties hereto, and that any such alteration, change, cancellation, abrogation or annulment shall only take place after reduced to writing, signed, sealed, witnessed and acknowledged by the parties hereto; and the amendment or deletion of any part of this Agreement by the parties as the result of reconciliation or otherwise or by any Court shall not affect the remaining terms and provisions hereof.

- 18. In order to effectuate the covenants and agreements of the parties hereto as hereinbefore set forth (but for no other purpose) each of the parties does hereby irrevocably constitute and appoint the other to be his or her true, sufficient and lawful attorney in fact, for him or her, and in his or her name, place and stead, to execute, acknowledge and deliver according to law, such further assurances as may at any time or times be necessary or advisable to effectuate the carrying out of the covenants and agreements herein set forth with respect to the transfer of the real and tangible personal property described. These powers of attorney shall not be affected by the parties subsequent disability or incapacity, and the power and authority conferred herein on the parties' said attorney-in-fact shall be exercisable by said attorneyin-fact notwithstanding any later disability or incapacity or later uncertainty as to whether either party is dead or alive.
- 19. With the approval of any Court of competent jurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this Agreement

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shall be incorporated in any Decree of absolute divorce which may be passed by said Court. In the event the Court shall fail or decline to incorporate this Agreement, or any provision thereof, in said Decree, then and in that event the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions thereof. Notwithstanding any incorporation, this Agreement shall not be merged in any such Decree, but shall in all respects survive the same and be forever binding and conclusive upon the parties and their respective heirs, personal representatives and assigns.

- 20. Husband and Wife hereby agree that they thoroughly understand all the terms and provisions of this Agreement, and that each has been fully informed as to the financial and other circumstances of the other. Each signs this Agreement freely and voluntarily and has had the opportunity to seek the advice of independent counsel. They each regard the terms of this Agreement as fair and reasonable, and each has signed it freely and voluntarily without relying upon any representations other than those expressly set forth herein.
- 21. This Agreement contains the final and entire understanding of the parties. There are not representations, terms, conditions, statements, warranties, promises, covenants or understandings, oral or written, other than those expressly set forth herein.
- 22. This Agreement shall be interpreted in accordance with and controlled by the laws of the State of Maryland.

As witness the hands and seals of the parties hereto the day and year first hereinbefore written.

Mary Son Bullook

Christine ELSA BLACKISTON BEAL

Witness: Love Bullock

Doyla Carlis Blackeston & (SEAL)
DOUGLAS CARLISLE BLACKISTON

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800K 31 MAGE 28

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I hereby certify that on this 30 day of October, 1987, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared CHRISTINE ELSA BLACKISTON, and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged said Agreement to be her act.

Witness my hand and Notarial Seal.

My Commission Expires: 7-1-86

Morary Publa NOTARY PUBLIC COUNTY

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I hereby certify that on this 30 hday of Enlaw, 1987, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared DOUGLAS CARLISLE BLACKISTON, and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged said Agreement to be his act.

Witness my hand and Notarial Seal.

My Commission Expires: $\eta - |-g|_b$

Notary Public NOTARY PUBLIC

800K 31 FACE 29

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SCHEDULE A

Residence at 2714 Bird View Road 1966 Volkswagen 1959 Chevrolet truck 1978 Honda motorcycle 1962 trailer Antique refrigerator Ceiling fan Bottom to kitchen cabinet Grandfather clock Woodworker's chest Oak table (square) and six chairs Wooden ice cream cooler Large rocking chair Sofa bed Walnut end tables Black/white t.v. Antique child's chair Wicker settee Parsons bench Bread box under t.v. Barber chairs and advertisements Lawn/garden care equipment Tools Refrigerator/freezer Washer/dryer Guns

Clock radio

Penny mason jar

Old train set

Books

800K 31 FAGE 30

SCHEDULE B

2-one acre lots adjoining 2714 Bird View Road Diamond wedding ring

China

23 Model T Ford

Blanket stand

66 Chevy II

Split pots, pan, dishes, lamps, pictures

Crystal Glassware

White magazine rack

Wooden wash stand

4-poster bedroom set

l lounge chair

Cedar chest

Mesh table and chairs

Desk in bedroom

Umbrella for table

3-piece wicker set

Corner secretary

Cradle

Color TV

Pine drop leaf table

Ship's wheel table

Sectional couch

Gold stand lamp

Cane seat rocker

Pedestal table plus 4 chairs

Small chest living room

Walnut corner cabinet

Antique phone

Marble wash stand

Microwave

Sellers kitchen cabinet

2 metal lawn chairs

800K 31 FASE 29

SCHEDULE A

Residence at 2714 Bird View Road 1966 Volkswagen 1959 Chevrolet truck 1978 Honda motorcycle 1962 trailer Antique refrigerator Ceiling fan Bottom to kitchen cabinet Grandfather clock Woodworker's chest Oak table (square) and six chairs Wooden ice cream cooler Large rocking chair Sofa bed Walnut end tables Black/white t.v. Antique child's chair Wicker settee Parsons bench Bread box under t.v. Barber chairs and advertisements Lawn/garden care equipment Tools Refrigerator/freezer Washer/dryer Guns Clock radio

Books

Penny mason jar

Old train set

300K 31 HARE 30

SCHEDULE B

l lounge chair

Mesh table and chairs

Umbrella for table

2-one acre lots adjoining 2714 Bird View Road Diamond wedding ring

China

23 Model T Ford

Blanket stand

66 Chevy II

Split pots, pan, dishes, lamps, pictures

Crystal Glassware

White magazine rack

Wooden wash stand

4-poster bedroom set

Cedar chest

Desk in bedroom 3-piece wicker set

Corner secretary

Cradle

Color TV

Pine drop leaf table

Ship's wheel table

Sectional couch

Gold stand lamp

Cane seat rocker

Pedestal table plus 4 chairs

Small chest living room

Walnut corner cabinet

Antique phone

Marble wash stand

Microwave

Sellers kitchen cabinet

2 metal lawn chairs

KIMBERLY ANN GILL :

Plaintiff :

vs :

CHARLES EDWARD GILL, JR. :

Defendant :

JUDGMENT OF ABSOLUTE DIVORCE

In the

Circuit Court

Carroll County

Case No. CV 3998

for

It is further ADJUDGED and ORDERED that the Voluntary Separation and Property Settlement Agreement by and between the parties hereto, dated April 4, 1986 and filed in this cause of action, be and it is hereby approved and made a part hereof as if fully set forth herein;

And it is further ORDERED that the name of the Plaintiff,
Kimberly Ann Gill, be and the same is hereby changed to Kimberly Ann
Ferrell, her maiden name before her marriage to the Defendant; and

It is further ORDERED that the Plaintiff pay one-half the costs of these proceedings, and that Defendant pay the remaining one-half thereof.

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800K 31 MAGE 32

VOLUNTARY SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this ________ day of ________, 1986, by and between KIMBERLY ANN GILL, hereinafter referred to as "Wife", and CHARLES EDWARD GILL, JR., hereinafter referred to as "Husband".

WHEREAS, the parties hereto were lawfully married on December 6, 1984 in a civil ceremony in Carroll County,

WHEREAS, the parties have decided to live separate and apart with the separation having begun on February 1, 1986; and

WHEREAS, it is the mutual desire of the parties in this Agreement to settle all questions of maintenance and support, alimony, counsel fees, their respective rights in the property or estate of the other, and in property owned by them jointly or as tenants by the entireties, and in marital property, and all other matters of every kind and character arising from their marital relationship.

NOW, THEREFORE, in consideration of the promises and mutual covenants and understandings of each of the parties, the parties hereby covenant and agree as follows, all as of the effective date hereof.

1. AGREEMENT TO LIVE SEPARATE AND APART

The parties do hereby expressly agree to live separate and apart from one another, in separate residences, without cohabitation for the purpose of and with a mutual interest of terminating the marriage and the marital relationship between them. Said separation having commenced on February 1, 1986.

Neither of the parties shall interfere with or molest the other, nor endeavor in any way to exercise any marital control or right over the other, or to have any marital relations with the other, or to exert or demand any right to reside in the home of the other. Each party shall be free to go his or her respective way as fully and to the same extent as if they had never been joined in matrimony, insofar as the law allows. Neither party shall come to the home of the other without first having given notice of his or her pending arrival. Each party shall keep the other advised of how he or she may be contacted in the event of an emergency.

Pl. Exhibit No.

2. PERSONAL PROPERTY

The parties heretofore have divided their personal property to their mutual satisfaction. Each party shall be entitled to the property in their present physical possession. Each party transfers and assigns to the other all of their respective right, title and interest in and to the personal property above recited, free of any and all claims of the other party.

3. MOTOR VEHICLES

*Wife shall transfer all her right, title, and interest in the motorcycle presently titled in Husband's name alone to Husband.

Wife shall transfer all her right, title and interest in the 1975 Dodge Scamp automobile presently titled jointly, to Husband.

Husband shall transfer all his right, title and interest in the 1981 Honda Civic presently titled in Wife's name alone to Wife.

Each party agrees to indemnify and hold the other harmless from any and all claims (incuding debts) arising out of the ownership or operation of these vehicles.

4. DEBTS

They acknowledge that they have filed joint Federal and State income tax returns for calendar year 1985 and Wife shall be entitled to the Federal and State income tax refunds.

Husband and Wife further covenant and agree that they will not at any time contract in their own name, or in the name of the other, any debt or debts, charges or liabilities for which the other or his or her estate shall, or may be, or become liable or answerable, and they hereby release and forever discharge the other from all debts, claims or liabilities which they have heretofore or which they hereafter contract or incur in their own name or in the name of the other for their respective use and benefit, except as specifically set forth in this paragraph. They further covenant and agree that they and their personal representatives will at all times hereafter keep the other, their heirs and personal representatives indemnified from all debts or liabilities heretofore or hereafter contracted or incurred by them and from all actions, proceedings, claims, demands, acts and expenses whatsoever in respect thereto, except as to the understandings, agreements and obligations of each of them as is by this Agreement more fully provided and set forth.

800K 31 PAGE 3

5. WAIVER OF ALIMONY

Each party does hereby release and discharge the other from any and all obligations of support, it being the intention of each party to waive, r elease and surrender any present or future claim each may have against the other for alimony, support and maintenance.

6. WAIVER OF RIGHTS

Except for the right, which each of the parties hereby respectively reserves, to assert as a ground for divorce any cause or ground which either of them may now or hereafter have against the other, and except for the rights provided in this Agreement, the parties for themselves and their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns, all claims, demands, accounts and causes of action which either of them may have against the other, whether arising out of the marriage or otherwise, including, but not limited to, any claim arising under Maryland Annotated Code, Family Law Article, property Disposition in Annulment and Divorce provision, any amendments thereto, and any claim against the other or against his or her property by virtue of any future change or any law of this State subsequent to the execution of this Agreement concerning marital rights or property rights whether said change results from legislative enactment or judicial pronouncement, and they do hereby further mutually release, waive, surrender and assign to the other, his or her heirs, personal representatives and assigns, all the right, title, interest and claim which said parties might now have or which they may hereafter have as the husband, wife, widower, widow or next of kin, successor or otherwise, in and to any property, real or personal, that either of said parties may own or may hereafter acquire, or in respect of which either of said parties has or may hereafter have any right, title, claim or interest, direct or indirect, including any rights of dower, statutory thirds, halves or legal shares and widow's or widower's rights of dower, or to participate in any way in the enjoyment or distribution of any of the real or personal estate of which the other may be possessed at the time of his or her death, or any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so

7. NON-WAIVER OF RIGHTS

Nothing contained in this Marital Settlement Agreement shall be construed as a waiver by either of the parties of any ground for divorce which either of them may now or hereafter have against the other, the same being herein expressly reserved.

8. INDEPENDENT COUNSEL

Each party independently acknowledges that he or she has freely and voluntarily entered into this Agreement. Each has had independent legal advice concerning this Marital Settlement Agreement prior to the execution hereof, or has been afforded ample opportunity to acquire independent legal advice prior to the execution hereof.

9. LEGAL FEES AND COURT COSTS

Husband and Wife covenant and agree that each shall pay his or her own attorney's fees. Court costs arising out of this Agreement and any divorce action shall be divided equally between the parties. Court costs arising out of any Contempt action involving the parties to this Agreement shall be paid as directed by the appropriate Court.

10. INCORPORATION OF AGREEMENT

With the approval of any Court of competent jurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this Agreement shall be incorporated in any Decree of absolute divorce which may be passed by said Court. In the event the Court shall fail or decline to incorporate this Agreement, or any provision thereof, in said Decree, then and in that event the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all provisions hereof.

11. MODIFICATIONS TO AGREEMENT

It is intended that none of the provisions of this Agreement shall in any way be altered, changed, cancelled, abrogated or annulled by the cohabitation or reconciliation of the parties hereto, and that any such alteration, change, cancellation, abrogation, or annulment shall only take place after reduced to writing, signed, sealed, witnessed and acknowledged by the parties hereto. The amendment or deletion or any part of this Agreement by the parties shall not affect the remaining terms and provisions hereof. No Court shall amend, change or alter any provisions herein with respect to the division of property of the parties, or with respect to any provision pertaining to support and maintenance of Husband or Wife.

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12. ENTIRE AGREEMENT

This Agreement contains the final and entire understanding of the parties. There are no representations, terms, conditions, statements, warranties, promises, covenants or understandings, oral or written, other than those expressly set forth herein.

13. APPLICABLE LAW

This Agreement shall be interpreted in accordance with and controlled by the laws of the State of Maryland.

14. VOLUNTARY EXECUTION

The parties hereto declare that they fully understand all of the terms and provisions of this Agreement and that each signs this Agreement freely and voluntarily, intending thereby that this Agreement shall benefit and be binding upon the parties hereto, and their respective personal representatives, heirs, legatees, devisees, distributees and assigns, and all persons claiming by or through them or any of them.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and date above written.

WITNESS CHARLES EDWARD GIEL, GR.

Kincledy Conn Gill (SEAL)

WITNESS KIMBERLY KIN GILL

STATE OF MARYLAND)
TO WIT:

I HEREBY CERTIFY that on this ______ day of ______, 1986, the above-named CHARLES EDWARD GILL, JR., personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact his act and deed and that he has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires PUBLE 86

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800K 31 FAGE 37

STATE OF MARYLAND)

COUNTY OF Carroll)

TO WIT:

I HEREBY CERTIFY that on this day of light day of least 1986, the above-named KIMBERLY ANN GILL, personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact her act and deed and that she has full understanding

AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires: PUBLE6

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800K 31 33

TAMMY JEAN PLEAS'ANT : In the
Plaintiff : Circuit Court
vs : for
RONALD FARREN PLEAS'ANT : Carroll County
Defendant : Case No. CV 2732

JUDGMENT OF ABSOLUTE DIVORCE

It is further ADJUDGED and ORDERED that the Plaintiff, Tammy Jean Pleas'ant, be and she is hereby awarded the guardianship and custody of Melissa Norrell Pleas'ant, the minor child of the parties hereto, with the right unto the Defendant, Ronald Farren Pleas'ant, to have visitation with said child from 9:00 A.M. to 5:00 P.M., Saturday, June 6, 1987, from 9:00 A.M. to 5:00 P.M., Saturday, June 13, 1987, from 9:00 A.M., to 5:00 P.M., Saturday, June 13, 1987, from 9:00 A.M., to 5:00 P.M., Saturday, June 27, 1987 through 5:00 P.M. Sunday, June 28, 1987, then every other week-end from 9:00 A.M. Saturday to 5:00 P.M. Sunday, and every other major holiday as agreed upon by the parties; all subject, however, to the continuing jurisdiction of this Court; and

It is further ADJUDGED and ORDERED that the Defendant pay the arrearage in child support payments of \$1,200.00 within 120 days accounting from May 29, 1987; and

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It is further ADJUDGED and ORDERED that the Defendant pay unto Plaintiff, through the Bureau of Support Enforcement, Carroll County Department of Social Services, P.O. Box 800, Westminster, Maryland, 21157, the sum of \$40.00 per week toward the support of the minor child of the parties, subject to the further Order of this Court; and

It is further ORDERED that this Order constitutes an immediate and continuing withholding order on all earnings due the Defendant on and after the date of this Order, subject to the conditions set forth in Annotated Code of Maryland, Family Law Article, Section 10-120, et seq.; and

It is further ORDERED that, if Defendant accumulates support payment arrears amounting to more than 30 days of support, he shall be subject to earnings withholding; and

It is further ORDERED that the Defendant shall notify the Court within 10 days of any change of address or employment as long as this support order is in effect, and failure to comply will subject him to a penalty not to exceed \$250.00 and may result in his not receiving notice of proceedings for earnings withholding; and

It is further ORDERED that the Plaintiff pay the costs of these proceedings.

Judge

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TERESA MARIE BYNAKER

In the

Plaintiff

Circuit Court

VS

for

GARY LEE BYNAKER

Carroll County

Defendant

Case No. CV 3974

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this day of formula day of for

It is further ADJUDGED and ORDERED that the Plaintiff, Teresa Marie Bynaker, be and she is hereby awarded the guardianship and custody of Brian Michael Bynaker, the minor child of the parties hereto, with the right unto the Defendant, Gary Lee Bynaker, to visit said child at reasonable times and under proper circumstances; all subject, however, to the continuing jurisdiction of this Court; and

It is further ADJUDGED and ORDERED that the Defendant pay direct unto the Plaintiff the sum of \$25.00 per week toward the support of the minor child of the parties, subject to the further Order of this Court; and

It is further ORDERED that this Order constitutes an immediate and continuing withholding order on all earnings due the Defendant on and after the date of this Order, subject to the conditions set forth in Annotated Code of Maryland, Family Law Article, Section 10-120, et seq.; and

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It is further ORDERED that, if the Defendant accumulates support payment arrears amounting to more than 30 days of support, he shall be subject to earnings withholding; and

It is further ORDERED that the Defendant shall notify the Court within 10 days of any change of address or employment as long as support order is in effect, and failure to comply will subject him to a penalty not to exceed \$250.00 and may result in his not receiving notice of proceedings for earnings withholding; and

It is further ORDERED that the Plaintiff pay the costs of these proceedings.

Judge Judge

BOOK 31 HOE 43

ANN E. MCMILLAN * IN THE

Plaintiff * CIRCUIT COURT

* FOR

CHARLES E. MCMILLAN * CARROLL COUNTY

Defendant * Case No. CV0777

JUDGMENT OF ABSOLUTE DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this page day of hear, 1987, by the Circuit Court for Carroll County that the Plaintiff, Ann E. McMillan, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, Charles E. McMillan; and

It is further ORDERED, that the Defendant, Charles E. McMillan, pay unto the Plaintiff, Ann E. McMillan, alimony in the amount of Fifty Dollars (\$50.00) per week for a period of four (4) years commencing with the payment due May 15, 1987, and terminating with the payment due May 8, 1991; and

It is further ORDERED, that the Plaintiff's name be changed from Ann E. McMillan to her maiden name, Ann Elizabeth Haines; and

It is further ORDERED, that the Defendant pay the costs of this action.

JULI JUDGE

CHECIEL COURT

800K 31 MGE 43

LYNNE LEIGH EULER

IN THE

Plaintiff

* CIRCUIT COURT

*

DANIEL KEITH EULER

* CARROLL COUNTY

Defendant

CV 2116

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, LYNN LEIGHT EULER, the proceedings were read and considered by the Court,

It is further ORDERED, that the Plaintiff and the Defendant be awarded the joint legal custody of the Children namely, DANIELLE MARISA EULER, born December 7, 1977, and LAURA CHRISTINE EULER, born February 28, 1980, with the Children to physically reside with the Plaintiff; and

It is further ORDERED, that the Defendant shall be entitled to visitation with the minor children as agreed between the parties; and It is further ORDERED, that the Defendant pay to the Plaintiff the sum of Forty Dollars (\$40) per week per child for a total of Eighty Dollars (\$80) per week as child support, payable through the Carroll County Department of

Social Services, Bureau of Support Enforcement, P.O. Box 800, Westminster, Maryland 21157; and

All support provisions are subject to the attached conditions of

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the Annotated Code of Maryland, Family Law Article, Section 10-120; and

It is further ORDERED, that the Voluntary Separation and Property Settlement Agreement of the parties, dated March 21, 1986, be incorporated but not merged in this Decree of Absolute Divorce; and

It is further ORDERED that the Plaintiff and Defendant shall equally share the cost of these proceedings.

JODGE HALL

NOTICE

CHILD AND SPOUSAL SUPPORT

Per Annotated Code of Maryland, Family Law:

Part III, Section 10-120

- (D) Any Support Order or Modification of Support Order that is passed on or after July 1, 1985, and any Notice and Statement issued under paragraph (B) (2) of this section shall include a statement that:
- (1) If the Obligor accumulates support payments arrears amounting to more than 30 days of support, the Obligor shall be subject to Earnings Withholding;
- (2) The Obligor is required to notify the Court within 10 days of any change of address or employment so long as the Support Order is in effect; and
- (3) Failure to comply with paragraph (2) of this subsection will subject the Obligor to a penalty not to exceed \$250.00, and may result in the Obligor's not receiving notice of proceedings for Earnings Withholding.

800K 31 HASE 46



VOLUNTARY SEPARATION
AND
PROPERTY SETTLEMENT AGREEMENT

This Agreement is entered into this 21 day of March, 1986, by and between LYNNE LEIGH EULER ("Wife") and DANIEL KEITH EULER ("Husband").

EXPLANATORY STATEMENT

The parties were married by a religious ceremony on May 25, 1975 in Woodlawn, Maryland. Two children were born to them as a result of their marriage, namely, DANIELLE MARISA EULER, born December 7, 1977 and LAURA CHRISTINE EULER, born February 28, 1980, hereinafter referred to as "Child" or "Children". Differences have arisen between the parties and they have been, since January of ending their marriage. It is the mutual desire of the parties in this Agreement to formalize their voluntary separation and to settle all questions of maintenance and support, their respective rights in the property or estate of each other, and in property owned by them jointly or as tenants by the entireties, and in marital property, and all other matters of every kind and character arising from their marital relationship.

Now therefore, in consideration of the promises and understandings of each of the parties, the parties hereby covenant and agree as follows, all as of the effective dates hereof.

1. RELINQUISHMENT OF MARITAL RIGHTS

The parties shall continue to live separate and apart, free from interference, authority and control by the other, as if each were sole and unmarried. Neither of the parties shall molest or annoy the other or seek to compel the other to cohabit or dwell with them by any proceedings for restoration of conjugal rights or otherwise, or exert or demand any right to reside in the home of the other.

2. RIGHTS INCIDENT TO MARITAL RELATIONSHIP AND RIGHTS AS SURVIVING SPOUSE

Except as otherwise provided herein, each of the parties hereto for himself or herself and his or her respective heirs, personal representatives and assigns, grants, remises and releases to the other, any and all rights or interest which he now has or may hereafter acquire in the real, personal or other property of the other. Each of the parties agrees to execute and deliver any all deeds, releases, quit claims, or other instruments as from time to time may be necessary or convenient to enable the other party to deal with property as if unmarried. Except as otherwise provided in this Agreement, each of the parties releases all claims and demands of any kind or nature against the other party, including all interests incident to the marital relationship now or at any time hereafter

existing or occurring in the property or estate of the other party, or in marital property, either statutory or arising at common law, specifically including all claims, demands and interests arising under the Marital Property Act. Md. Family Law Code Ann., Sections 8-201 through 8-213, as from time to time amended, and specifically including any right to act as the other's personal represent-ative. It is the intention of each and both parties that during their respective and that upon the death of either, the property both real and personal, then owned by that party shall pass by his Will or under the laws of descent as the party as if the parties at such time were unmarried.

3. CHILD CUSTODY AND VISITATION

Husband and Wife shall have joint custody in making decisions as to education, religion and related matters pertaining to the health and welfare of the Children. The Children shall reside with the Wife, with the right and privilege of the Husband to have the Children with him on the three days he has off from work per week, provided that if the visitation occurs on a day when the Children have school, Husband returns them by 8:00 p.m.; and five weeks in the summer, provided Husband informs Wife of the dates by May 1 of each year.

4. CHILD SUPPORT

Husband shall pay to Wife, for the support and maintenance of each Child the sum of Forty Dollars (\$40.00) per week, for a total of Eighty Dollars (\$80.00) per week for both Children. In addition, Husband shall continue in full force and effect, for the benefit of the Children, his present medical insurance or equivalent insurance providing equivalent coverage, and in addition thereto, Husband shall pay, on behalf of each Child as the same are incurred, all necessary medical, dental, nursing and hospital expenses, including cost of medicines, for each Child, except such medicines prescribed by a physician or dentist medicine cabinet of the average household. Husband's obligation for the child in this paragraph shall cease and terminate upon the first to occur of any of Husband, (2) the marriage of the Child, (3) the Child's becoming self-supporting, or (4) the Child's arrival at the age of eighteen (18) years.

5. LIFE INSURANCE

Husband shall, either through life insurance beneficiary designations, trust provisions, or in his Will, provide a fund of not less than Twenty-five Thousand Dollars (\$25,000) for each Child to be used for the support, maintenance, and education of each Child, in the event of the Husband's death. The said fund shall be administered by Wife and, if Husband so desires, another party as trustee. Husband's obligation under this Paragraph shall terminate, with respect to each

31 FACE 48

Child, on that date on which the Child reaches the age of Twenty-Two (22). To the extent that Husband shall fail to comply with the provisions of this Paragraph, his estate shall be charged with the obligations hereinabove assumed.

6. MEDICAL INSURANCE FOR THE BENEFIT OF WIFE

Husband shall continue in full force and effect, for the benefit of Wife, his present medical and dental insurance, or equivalent insurance providing equivalent coverage, until such time as either party is granted an absolute

7. MARITAL HOME

The parties own, as tenants by the entireties, improved premises in Carroll County known as 4505 Willow View Street, Hampstead, Maryland 21074 divorce, Wife shall convey to Husband all of her right, title and interest in and necessary for the conveyance of such right, title and interest. Simultaneously with the execution of the deed, Husband shall pay to Wife for Wife's interest in (\$7000) to be paid in monthly installments of One Hundred Ninety-Five Dollars (\$195) over a period of Thirty-Six (36) months. Husband is solely responsible of \$413.68 received from Maurice and Bonnie Lewis on the property at 2107 Forest-by Husband thirty (30) days after the Lewis' have paid off their loan in full Husband shall indemmify and hold Wife harmless as to this loan. Husband shall be cluding, but not limited to water and utility bills, real property taxes, telephone ments. Husband shall hold and save Wife harmless from the expenses which he until the time of Absolute Divorce, each party retains his or her right of surand exclusive property, free and clear of any interest of Wife. Upon sale of the Home, after conveyance of the Boed, the proceeds of sale shall be and remain Wife.

8. AUTOMOBILES

Husband shall convey to Wife all of his right, title and interest in and to the 1978 Chevrolet Impala automobile which is presently in the joint documentation necessary to convey title to said vehicle into Wife's name alone. Wife shall convey to Husband all her right, title and interest in and to the 1984 a reasonable time, Wife shall execute all documentation necessary to convey title

to said vehicle into Husband's name alone. Husband shall assume and pay in accordance with its' terms the loan to LaVerne A. Euler (approximate present hold Wife harmless and indemnify her from any all liability in connection with

9. PERSONAL PROPERTY

All tangible personal property and household chattels presently located at the marital home shall be and remain the sole and exclusive property of Husband, free and clear of any interest of Wife, with the exception of Wife's All tangible personal property and household chattels presently at Wife's residence shall remain the sole and exclusive property of Wife free and and clear party shall retain, as is or her sole and separate property, any savings or checking accounts, and other assets of any kind or nature in his or her own name, free

10. DEBTS

Except as previously provided herein, each party shall assume all responsibility for debts contracted by himself or herself, and each shall hold and save the other harmless from any and all liability therefore. From and will not pledge or attempt to pledge the credit of the other, nor will they contract or attempt to contract any debts or obligations incurred or contracted by or her own debt or liability, and shall hold and save the other harmless, and indemnify the other, from any such debts or obligations.

11. INCOME TAX RETURNS

The parties shall file joint Federal and State income tax returns for the calendar year 1985 and for subsequent years, if agreeable to both parties, any tax refunds equally between them.

12. MUTUAL RELEASE AND HOLD HARMLESS

Subject to and except for the provisions of this Agreement, each party is released and discharged, and by this Agreement does for himself or herself, and his or her heirs, legal representatives, executors, administrators and assigns, release and discharge the other of and from all causes of action, claims, rights or demands, whatsoever in law and equity, which either of the parties ever had or now has against the other, except any or all cause or causes of action for divorce. Except as provided in this Agreement, neither party shall incur any liability on behalf of the other or make any charge against any account on which the other is liable, and each party covenants and agrees to indemnify

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the other and save him or her harmless from any liability for any obligation incurred by him or her.

13. COUNSEL FEES

Each of the parties shall pay his or her own counsel fees incurred in connection with their separation and divorce. Each party hereby waives the right to assert any claim against the other party for counsel fees for legal services rendered to him or her at any time in the past, present, or future. If a divorce proceeding is sought by either party against the other, the parties shall divide all court costs thereof, including any Master's fee, equally between them.

14. RESERVATION OF GROUNDS FOR DIVORCE

Neither party waives or condones any claim for divorce which either may have against the other, now or at any time in the future, and each party expressly reserves the right to assert any such claim.

15. MISCELLANEOUS

- A. Each of the parties agrees to execute such other and further instruments and to perform such acts as may be reasonably required to effectuate the purposes of this Agreement.
- B. With the approval of any court of competent jurisdiction in which any divorce proceedings between the parties may be instituted at any time in the future, this Agreement shall be incorporated in said decree of divorce, but not merged therein. It is further agreed that regardless of whether this agreement or any part thereof is incorporated in any such decree, the same shall not be merged in said decree but said Agreement and all of the terms thereof shall continue to be binding upon the parties and their respective heirs, personal representatives and assigns.
- C. The parties mutually agree that in entering into this Agreement, each party signs this Agreement freely and voluntarily for the purpose and with the intent of fully settling and determining all of their respective rights and obligations growing out of or incident to their marriage. Husband and Wife acknowledge that this Agreement is a fair and reasonable agreement, and that it is not the result of any fraud, duress, or undue influence exercised by either party upon the other, or by any person or persons upon either party.
- D. This Agreement contains the entire understanding between the parties. No modifications or waiver of any of the terms of this Agreement shall be valid unless made in writing, and signed by both parties.
- E. No provision of this Agreement shall be interpreted for or against any party hereto by reason that said party or his or her legal representative drafted all or any part hereof.

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F. Should any provision of this Agreement be found, held, or deemed to be unenforceable, voidable or void, as contrary to law or public policy under the laws of Maryland or any other State of the United States, the parties intend that the remaining provision of this Agreement shall nevertheless continue in full force and be binding upon the parties, their heirs, personal representatives, executors and assigns.

G. As to these covenants and promises, the parties hereto severally bind themselves, their heirs, personal representatives, and assigns.

IN WITNESS WHEREOF, the said parties hereto have hereunder set their hands and seals the day and year first above written.

Seen & Clemento Synne Seigh Euler (SEAL)

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May Com Rifs. 71, \$6

Daniel Keith Euler (SEAL)

O BOOK 31 FACE 52

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY that on this flag of March 1986, the abovenamed LYNNE LEIGH EULER personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact her act and deed and that she has full understanding thereof.

AS WITNESS, my hand and Notarial Seal.

My Commission Expires: 7-1-86

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY that on this 2/0 day of Mach, 1986, the abovenamed DANIEL KEITH EULER personally appeared before me and made oath in due form of the law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact his act and deed and that he has full understanding thereof.

AS WITNESS, my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: 7/1/86

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LESLIE S. KEFAUVER

In the

Plaintiff

Circuit Court

VC

for

JOHN T. KEFAUVER

Carroll County

Defendant

Case No. CV 2667

JUDGMENT OF ABSOLUTE DIVORCE

It is further ADJUDGED and ORDERED that the Plaintiff, Leslie S. Kefauver, be and she is hereby awarded the guardianship and custody of John Luke Kefauver, the minor child of the parties hereto, subject to the continuing jurisdiction of this Court; and

It is further ADJUDGED and ORDERED that the Marital Settlement Agreement by and between the parties hereto, dated September 4, 1986, and filed in this cause of action, be and it is hereby approved and incorporated, but not merged, into this Judgment of Absolute Divorce; and

It is further ADJUDGED and ORDERED that the Defendant shall have the right of visitation with the minor child of the parties and shall pay Plaintiff child support in the amount of \$69.77 per week all as set out in Paragraph 4 of said Agreement, subject to the further Order of this Court; and

It is further ADJUDGED and ORDERED that the Defendant shall pay Plaintiff alimony in the amount of \$75.00 per month, beginning

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October 1, 1986 in accordance with paragraph 15 of the Agreement; and

It is further ORDERED that a judgment for the arrearage in child support payments be be and the same is hereby entered in favor of Leslie S. Kefauver, Plaintiff, and against John T. Kefauver, Defendant, in the amount of \$1,496.91; and

It is further ORDERED that this Order constitutes an immediate and continuing withholding order on all earnings due the Defendant on and after the date of this Order, subject to the conditions set forth in Annotated Code of Maryland, Family Law Article, Section 10-120, et seq.; and

It is further ORDERED that, if the Defendant accumulates support payment arrears amounting to more than 30 days of support, he shall be subject to earnings withholding; and

It is further ORDERED that the Defendant shall notify the Court within 10 days of any change of address or employment as long as this support order is in effect, and failure to comply will subject him to a penalty not to exceed \$250.00 and may result in his not receiving notice of proceedings for earnings withholding; and

It is further ORDERED that the name of the Plaintiff, Leslie S. Kefauver, be and the same is hereby changed to Leslie Susan Muse, her maiden name before her marriage to the Defendant; and

It is further ORDERED that the Plaintiff pay the costs of these proceedings.

Judge

MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT, made this day of September, 1986, by and between LESLIE S. KEFAUVER, hereinafter called "Wife", party of the first part, and JOHN T. KEFAUVER, hereinafter called "Husband", party of the second part.

EXPLANATORY STATEMENT

The parties were married by a religious ceremony on June 4, 1982, and one child was born to them as a result of the marriage; namely, JOHN LUKE KEFAUVER, born October 24, 1983.

On March 17, 1986, the parties hereto mutually agreed voluntarily to separate and to live separate and apart in separate places of abode without any cohabitation, with the intention of terminating the marriage, and they have continued to do so. Without waiving any ground for divorce which either of them may now or hereafter have against the other, the parties deem it in their best interest to enter into this Agreement to formalize said voluntary separation, to settle their respective property, personal and marital rights, the right of the parties to support, maintenance and counsel fees, and all other matters growing out of their marital relation.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of each of the parties, they do hereby covenant and agree with each other and for their respective heirs, personal representatives and assigns as follows:

- 1. Nothing contained in this Agreement shall be construed as a waiver by either of the parties of any ground for divorce which either of them may now or hereafter have against the other, the same being hereby expressly reserved.
- 2. The parties having lived separate and apart in separate places of abode without any cohabitation since March 17, 1986, do hereby expressly agree to continue to do so. Neither of the parties shall interfere with or molest the other, nor endeavor in any way to exercise any marital control or right over the other or to have any marital relations with the other or to exert or demand any right to reside in the home with the other. Each party shall be free to go his or her own respective way as fully and to the same extent as if they had never been joined in matrimony.
- 3. Neither party shall come to the home of the other without first having given notice of his or her pending arrival. Each party shall keep the other advised of how he or she may be contacted in the event of an emergency.
- 4. Wife shall have the care and custody of the minor child of the parties hereto with the right and privilege unto Husband to visit with and have said child with him at all

Pl. Exhibit No. 1

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reasonable times. Said visitation to include every other weekend, on the weekends when Wife works, provided that Husband gives Wife notice of his intent to have visitation on the Tuesday prior to said weekend. Wife agrees to consult Husband regarding all significant decisions concerning the minor child of the parties, including but not limited to his schooling, medical treatment and other activities. Husband shall pay unto Wife the sum of \$69.77 per week, due the Friday of each week, toward the support, maintenance, education and general welfare of the infant child. Said payments shall cease and terminate upon the first to occur of any one of the following events as to said child: (a) arrival at age eighteen (18); (b) marriage; (c) becoming self-supporting; or (d) death of said child or Husband. Additionally, Husband agrees to pay \$488.39 in retroactive child support for the seven (7) weeks between the filing of the Petition for Immediate Custody and the date he began making child support payments. Said payment to occur within sixty (60) days from the date hereof.

- 5. Husband and Wife shall keep in force and pay the premiums on their presently existing life insurance policies and shall designate the child of the parties as a beneficiary of said insurance policies. Said child shall be entitled to a pro rata amount together with any future born children of Husband or Wife, respectively. Said policies shall be further endorsed so that Husband or Wife shall have the right to remove said minor child as a beneficiary upon the first to occur of any one of the following events: (a) arrival at age eighteen (18); (b) marriage; (c) becoming self-supporting; or (d) death of said child.
- 6. Husband agrees to carry and keep in force Blue Cross and Blue Shield insurance or its equivalent on Wife until the date of any Decree of Divorce that may be entered between the parties hereto. In addition, Husband shall carry and keep in force said hospitalization and medical insurance for the benefit of the parties' child for so long as said child is eligible. If Wife is able to secure equivalent coverage for said child at a less expensive cost, Wife shall obtain such coverage and Husband agrees to reimburse her for the cost. Husband and Wife shall split equally the costs of any medical care or treatment, including dental and eye care, which are not covered by the above-mentioned insurance policies.
- 7. Each of the parties transfers and assigns unto the other all of their respective right, title and interest in and to such of the household furniture, equipment, ornaments, linens, china, silverware and other household chattels which the parties now have in their respective possession. Except that Wife shall be entitled to have the built in dishwasher and assorted personal items which are currently in storage in the basement of the Family Home including nursing books, Christmas ornaments, etc., that belonged to Wife prior to marriage.
- 8. Wife hereby transfers and assigns unto Husband all of her right, title and interest in and to the 1973 International Scout, and she shall execute such documents as may be necessary

or proper for the issuance of a new certificate of title for said automobile in his name alone. Husband shall pay the cost, if any, for the transfer of title. Husband shall pay Wife \$276.21 for payments Wife made on said vehicle following the date of separation. Said payment to occur within 30 days from the date hereof.

9. Wife shall be entitled to retain as her sole, separate and individual property the 1986 Chevrolet Sprint which is titled in the name of the said Wife. Wife agrees to assume responsibility for the payment of the loan on said vehicle to GMAC, and to hold Husband harmless with regard to same.

10. Wife shall be entitled to retain as her sole, separate and individual property the 1979 Ford Fiesta which is titled in the name of the said Wife.

11. The parties agree to split equally the balances in any remaining joint bank accounts.

12. Wife agrees to forego any claim she may have in the Family Home at 2 Farquhar Street, Union Bridge, Maryland.

13. Husband agrees to pay the outstanding balance on the joint Sears account. Wife agrees to pay the outstanding balance on her J. C. Penneys account.

14. Husband and Wife covenant and agree with the other that they will not at any time after March 17, 1986, contract in their own name, or in the name of the other, any debt or debts, charges or liabilities for which the other or his or her estate shall, or may be, or become liable or answerable, and they hereby release and forever discharge the other from all debts, claims or liabilities which they have heretofore or which they hereafter contract or incur in their own name or in the name of the other for their respective use and benefit and they further covenant and agree that they and their personal representatives will at all times hereafter keep the other, their heirs and personal representatives indemnified from all debts or liabilities heretofore or hereafter contracted or incurred by them and from all actions, proceedings, claims, demands, acts and expenses whatsoever in respect thereto, except as to the understandings, agreements and obligations of each of them as is by this Agreement more fully provided and set forth.

Husband does, finally, irrevocably and permanently release and waive unto the Wife any claim or right to temporary or permanent alimony, support or maintenance, whether past, present or future. Husband also agrees to pay Wife the sum of \$75.00 per month in alimony for the period of forty-two (42) months beginning October 1, 1986, each payment being due the first of the month thereafter; said payments to cease prior to the expiration of the forty-two (42) months upon the re-marriage or death of Wife, or death of Husband. The parties agree that said periodic payments are tax deductible to Husband and includable as gross income to Wife pursuant to the Internal Revenue Code.

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16. Husband and Wife covenant and agree that each shall pay his or her own attorney's fees and Court costs arising out of this Separation Agreement and any subsequent divorce action should one of the parties later bring a Complaint for Divorce against the other.

17. Except for the right, which each of the parties hereby respectively reserves, to assert as a ground for divorce any cause or ground which either of them may now or hereafter have against the other, and except for the rights provided in this Agreement, the parties for themselves and their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns, all claims, demands, accounts and causes of action which either of them may have against the other, whether arising out of the marriage or otherwise, including but not limited to any claim arising under Maryland Annotated Code, Family Law Article, Sections 8-201 through 8-213, any amendments thereto, and any claim against the other or against his or her property by virtue of any future change of any law of this State subsequent to the execution of this Agreement concerning marital rights or property rights whether said change results from legislative enactment or judicial pronouncement, and they do hereby further mutually release, waive, surrender and assign to the other, his or her heirs, personal representatives and assigns, all the right, title, interest and claim which said parties might now have or which they may hereafter have as the husband, wife, widower, widow or next of kin, successor or otherwise, in and to any property, real or personal, that either of said parties may own or may hereafter acquire, or in respect of which either of said parties has or may hereafter have any right, title, claim or interest, direct or indirect, including any rights of dower, statutory thirds, halves or legal shares and widow's or widower's rights of dower, or to participate in any way in the enjoyment or distribution of any of the real or personal estate of which the other may be possessed at the time of his or her death, or any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying.

18. Husband and Wife will, upon request, execute such other and further assurances hereof as may be necessary to carry out the purposes of this Agreement or any provisions hereof. It is intended that none of the provisions of the Agreement shall in any way be altered, changed canceled, abrogated or annulled by the cohabitation or reconciliation of the parties hereto, and that any such alteration, change, cancellation, abrogation or annulment shall only take place after

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BOOK 31 EASE 59

reduced to writing, signed, sealed, witnessed and acknowledged by the parties hereto; and the amendment or deletion of any part of this Agreement by the parties as the result of reconciliation or otherwise or by any Court shall not affect the remaining terms and provisions hereof.

19. With the approval of any Court of competent jurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this Agreement shall be incorporated, but not merged, in any Decree of absolute divorce which may be passed by said Court. In the event the Court shall fail or decline to incorporate this Agreement, or any provision thereof, in said Decree, then and in that event the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions thereof. Notwithstanding any incorporation, this Agreement shall not be merged in any such Decree, but shall in all respects survive the same and be forever binding and conclusive upon the parties and their respective heirs, personal representatives and assigns.

20. The parties hereto declare that they fully understand all the terms and provisions of this Agreement; that each has been advised of his respective legal rights and liabilities; and that each signs this Agreement freely and voluntarily, acting under the advice of independent counsel and intending thereby that this Agreement shall benefit and be binding upon the parties hereto, and their respective personal representatives, heirs, legatees, devisees, distributees and assigns, and all persons claiming by or through them or any of them.

21. This Agreement contains the final and entire understanding of the parties. There are no representations, terms conditions, statements, warranties, promises, covenants or understandings, oral or written, other than those expressly set forth herein.

22. This Agreement shall be interpreted in accordance with and controlled by the laws of the State of Maryland.

23. Except for the provisions contained in paragraph 4 of this Agreement relating to the custody, visitation and support of the minor child of the parties, and paragraph 15 regarding alimony, none of the other provisions of this Agreement shall be subject to modification by any Court.

day and year first hereinbefore written.

Witness: LESL

LESLIE'S. KEFAUVER (SEA

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STATE OF MARYLAND, CARROLL COUNTY, . to wit:

I hereby certify that on this _______ day of July, 1986, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared LESLIE S. KEFAUVER, and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged said Agreement to be her act.

Witness my hand and Notarial Seal.

Kelly A. Enactt
Notary Public

My Commission Expires: 7-1-90

STATE OF MARYLAND, GARROLL COUNTY, to wit:

I hereby certify that on this ______ day of Jury, 1986, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared JOHN T. KEFAUVER, and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged said Agreement to be his act.

Witness my hand and Notari

My Commission Expires: 7-/-90

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800K 31 MGE 61

KAREN DENISE ABLES IN THE Plaintiff CIRCUIT COURT vs. FOR MITCHELL JOHN ABLES CARROLL COUNTY Defendant Case No. CV3812

ORDER

THIS cause standing ready for hearing and being presented by the parties, the proceedings have been read and considered by this Court.

WHEREUPON, IT IS this 19 day of June, 1987, by the Circuit Court for Carroll County, CRDERED that the Plaintiff, KAREN DENISE ABLES, be, and is hereby, granted an Absolute Divorce from the Defendant, MITCHELL JOHN ABLES; and it is further

ORDERED that the Plaintiff be and she is hereby authorized to resume her maiden name of "KAREN DENISE CAMPBELL".

VERONICA RILEY In the Plaintiff Circuit Court for MARK ALLEN RILEY Carroll County Defendant Case No. CV 4077

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court: Nineteen Hundred and Eighty-seven, that the above-named Plaintiff, Veronica Riley, be and she is hereby granted an Absolute Divorce from the Defendant, Mark Allen Riley; and

It is further ORDERED that the Plaintiff pay the costs of these proceedings.

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ORDER

In accordance with the attendant Memorandum Opinion, it is this 2322 day of June, 1987, by the Circuit Court for Carroll County

ORDERED that the Supplemental Complaint filed by the Defendant, Roy Merle Weicht, be and hereby is DISMISSED; and it is further

ORDERED that the Plaintiff, Nancy Ann Weicht, be and hereby is divorced a vinculo matrimonii from the Defendant, Roy Merle Weicht; and it is further

ORDERED that the marital property be sold and the proceeds distributed among the parties with twenty percent (20%) of the proceeds going to the Defendant and eighty percent (80%) of the proceeds going to the Plaintiff as set forth in the attendant Memorandum Opinion; and it is further

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ORDERED that the Defendant pay all the marital debts; and it is further

ORDERED that the Defendant pay the Plaintiff's Attorney's fees of \$3,580; and it is further

ORDERED that the Defendant pay the costs of these proceedings.

Luke K. Burns, Jr.

Associate Judge

COPIES: Johnson & Parker

Thomas F. Stansfield, Esq.

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